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principal case is clearly sound.

shipper's control when the bill of lading was issued. Bostwick v. B. & O. R. Co., 45 N. Y. 712. The correct view is that the shipper has performed his part of the prior oral contract which cannot be altered by the subsequent acceptance of a bill of lading without new consideration. Missouri, K. & T. Ry. Co. v. Carter, 9 Tex. Civ. App. 677, 29 S. W. 565. In direct conflict with the above position, it has been held that if the shipper signs a bill of lading, even after the goods are shipped, the written contract merges the oral contract. Stewart v. Cleveland, etc., R. Co., 21 Ind. App. 218, 52 N. E. 89; Leonard v. Chicago & A. R. Co., 54 Mo. App. 293. And likewise where there is an acceptance by the shipper of a bill of lading though it was neither read nor signed, but here the bill of lading was accepted before the goods were shipped. Germania Fire Ins. Co. v. Memphis & C. R. Co., 72 N. Y. 90, 28 Am. Rep. 113; Hill v. Syracuse, B. & N. Y. R. Co., 73 N. Y. 351, 29 Am. Rep. 163. The

COURTS—RIGHT OF REMOVAL TO FEDERAL COURT—RESTRICTION ON FOREIGN CORPORATIONS.—A State statute provided if a foreign corporation should remove any suit brought against it by a citizen of the State to the Federal court, its license should be revoked. Held, the statute is void because in effect it denies a Constitutional right. Western Union Tel. Co. v. Frear, 216 Fed. 199. See Notes, p. 288.

DAMAGES—LIQUIDATED DAMAGES AND PENALTIES.—The appellee made a contract to purchase certain lands from the appellant, paying therefor in equal installments. The contract further provided, "That if I fail to pay for said lot as above specified I will forfeit as liquidated damages for such breach of this contract and default of such payment, an amount equal to the full purchase price as above stipulated." There was a default after the payment of the first installment and the appellant sued for such amount. Held, such sum was a penalty and in the absence of allegation and proof of special damages the appellant could not recover. Zenor v. Pryor (Ind.), 106 N. E. 746. See Notes, p. 290.

Damages—Special Damages—Notice.—The head of a dog was shipped to a Pasteur institute for an examination for rabies, the carrier's agent being informed of the purpose of the shipment. Delivery was delayed until an examination was impossible. Held, the carrier is liable for expenses resulting to the shipper from lack of certainty of the dog's condition. Miller v. Southern Express Co. (S. C.), 83 S. E. 449.

Special damages for breach of contract can not be recovered unless the party sought to be charged had notice of the circumstances out of which the special damages arise; for the parties are liable only for the loss of benefits which were in contemplation when the contract was made. Lewark v. R. Co., 137 N. C. 383, 49 S. E. 882; Chicago, etc., R. Co. v. Reid, 38 Okla. 214, 132 Pac. 812. The courts, however, are not at one in their conception of what constitutes notice of the special circumstances. In a number of cases the rule has been strictly applied.